

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

J.A.T. OF FORT WAYNE INC.  
5031 INDUSTRIAL RD  
FORT WAYNE, IN 46825,

AND

MAT LEASING & STORAGE INC.  
5031 INDUSTRIAL RD  
FORT WAYNE IN 46825

Plaintiff,

vs.

SECURA INSURANCE COMPANY  
a.k.a. SECURA INSURANCE  
COMPANIES  
1500 MUTUAL WAY  
NEENAH, WI  
P.O. BOX 819  
APPLETON, WI 54912-0819

c/o Resident Agent: Capitol  
Corporate Services  
186 N. Main St.  
2nd Flr., Suite 1  
Plymouth, MI 48170,

and

PRECISION FORESTRY INC.  
5708 COMMERCE DRIVE  
INDIAN RIVER MI 49749

c/o Resident Agent: Michael Sturgill  
4285 South County Line Road  
P.O Box 741  
Onaway, MI,

and

CASE NO. - \_\_\_\_\_

JUDGE

**COMPLAINT**

**(Jury Demand Endorsed Hereon)**

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*Attorney for Plaintiffs, J.A.T. of Fort Wayne  
Inc. and MAT Leasing & Storage Inc.*

**There is no other pending or resolved civil  
action arising out of the transaction or  
occurrence alleged in the complaint.**

STEVEN OWEN URSEY  
3901 ARBUTUS LN  
GRAYLING MI 49738

Defendants.

Plaintiffs, J.A.T. of Fort Wayne Inc. and MAT Leasing & Storage Inc., for their Complaint against Defendants state as follows:

**PARTIES**

1. Plaintiff J.A.T. of Fort Wayne Inc. is an Indiana Corporation with its principal place of business in the state of Indiana; it is a registered motor carrier operating commercial vehicles and transporting cargo for hire.

2. Plaintiff MAT Leasing & Storage Inc. is an Indiana Corporation with its principal place of business in the state of Indiana; engaged in leasing of commercial vehicles.

3. At all pertinent times, Plaintiff MAT Leasing & Storage Inc. was the owner of a commercial vehicle, 2015 International Prostar, Vehicle Identification Number 3HSDJAPR9FN580171, and a trailer attached to it, which were being leased to Plaintiff J.A.T. of Fort Wayne Inc.

4. At all pertinent times, Plaintiff MAT Leasing & Storage Inc. was the owner of a commercial trailer, pulled by the 2015 International Prostar identified above.

5. Defendant Precision Forestry Inc. is a Michigan corporation, with its principal place of business in the state of Michigan, and is a motor carrier registered with the Federal Motor Carrier Safety Administration.

6. Upon information and belief, Defendant Steven Owen Ursey is a resident of the city of Grayling, state of Michigan, and at all relevant times was a commercial driver and an employee or agent of Defendant Precision Forestry.

7. Defendant Secura Insurance Company a.k.a. Secura Insurance Companies (“Secura”), is a Wisconsin corporation, and at all relevant times, was a property and casualty insurer registered and licensed to provide insurance coverage in the state of Michigan.

### **JURISDICTION AND VENUE**

8. Plaintiffs incorporate all of the allegations contained in the preceding paragraphs of this Complaint as if fully rewritten herein.

9. Plaintiff’s claims are brought under 28 U.S.C. § 1332(a)(1), based upon diversity of citizenship because Plaintiffs are citizens of the state of Indiana, no Defendant is a citizen of the state of Indiana, and therefore, complete diversity exists among the parties, and the amount in controversy exceeds \$75,000, exclusive of interest and costs

10. Venue is proper in this Court because this action arises from a motor vehicle collision occurring in Wexford County, Michigan, which is located in this judicial district.

### **FACTUAL BACKGROUND**

11. Plaintiffs incorporate all of the allegations contained in the preceding paragraphs of this Complaint as if fully rewritten herein.

12. At all relevant times, Defendant Precision Forestry Inc. owned and/or operated a 2017 Kenworth Glide, with Vehicle Identification Number 1NKDG GGG70J181485, which was insured by Secura

13. At all relevant times, Defendant Secura provided Property Protection Insurance to Defendants for the 2017 Kenworth Glide described above.

14. At all relevant times, Defendant Steven Owen Ursey was acting in the course and scope of his employment and/or agency with Defendant Precision Forestry Inc.

15. On or about February 7, 2022, Plaintiffs’ vehicle, 2015 International Prostar, Vehicle Identification Number 3HSDJAPR9FN580171, carrying cargo for hire, was lawfully

parked on the shoulder of the W. M-55 Highway, in South Branch Township, Wexford County, Michigan.

16. At the same time, Defendant Steven Owen Ursey was traveling westbound on W. M-55 Highway, in South Branch Township, Wexford County, Michigan, operating the 2017 Kenworth Glide described above.

17. Defendant Ursey was traveling too fast for the conditions and failed to properly control his vehicle, lost control and struck Plaintiffs' vehicle in the rear, causing the tractor to separate from the trailer, overturn, and spill its cargo.

18. Plaintiffs' vehicle and its cargo were damaged and resulted in injury to property, loss of use, business losses, and other expenses and damages in excess of \$75,000.00.

19. Plaintiffs' driver was not at fault for the accident.

20. Following the accident, Plaintiffs placed Secura on notice of the loss, provided reasonable proof of losses to date, and demanded payment of the claim. Secura denied the claim.

**COUNT I—PROPERTY PROTECTION INSURANCE**  
**AGAINST DEFENDANT SECURA**

21. Plaintiffs incorporate all of the allegations contained in the preceding paragraphs of this Complaint as if fully rewritten herein.

22. The policy of insurance issued by Defendant Secura provides property protection insurance benefits for damages to real and personal property arising out of the ownership, use, operation and/or maintenance of the subject vehicle as provided by MCLA 500.3101 et seq.

23. Damage to Plaintiffs' property arose out of Defendants Ursey and Precision Forestry Inc.'s ownership, operation, maintenance, and use of a motor vehicle as a motor vehicle.

24. At all relevant times, Plaintiffs' vehicle was parked lawfully in a manner as not to cause unreasonable risk of the damage which occurred.

25. Under the definitions of Michigan statutory and case law Plaintiffs' vehicle was not "involved in the accident" because it was parked and not in use, akin to other stationary roadside objects that can be damaged in vehicle accidents.

26. Plaintiffs incurred allowable expenses, under the Michigan No Fault Automobile Insurance Act, MCL 500.3101, et seq.

27. Under the circumstances, Defendant Secura is obligated to pay pursuant to MCL 500.3121 and MCL 500.3123, for the damages to tangible property caused by its insureds' ownership, operation, maintenance, or use of the 2017 Kenworth Glide, without regard to fault.

28. Plaintiffs submitted claims to Defendant Secura, stemming from the accident, along with reasonable proof of the fact and the amount of loss sustained to date.

29. Defendant Secura has unreasonably failed and refused to compensate Plaintiffs for the damages to tangible property caused by the ownership, operation, maintenance or use of the 2017 Kenworth Glide.

30. Defendant Secura's unreasonable failure and refusal to pay property protection insurance benefits to Plaintiffs entitles Plaintiffs to attorney fees pursuant to MCLA 500.3148.

**COUNT II—NEGLIGENCE**  
**AGAINST DEFENDANT STEVEN OWEN URSEY**

31. Plaintiffs incorporate all of the allegations contained in the preceding paragraphs of this Complaint as if fully rewritten herein.

32. On or about February 7, 2022, Defendant Ursey owed Plaintiffs a duty to maintain, use, or operate the 2017 Kenworth Glide in a careful and prudent manner in accordance with the laws of the State of Michigan and the rules of common law pertaining to the maintenance, use, or operation of a motor vehicle upon the highways.

33. Defendant Ursey breached his duties to Plaintiffs, by engaging in one or more of the following:

- a. Failing to drive with reasonable speed;
- b. Failing to operate said motor vehicle with due care and caution;
- c. Failing to operate said motor vehicles with due regard for traffic and surface conditions then and there existing;
- d. Failing to maintain control at all times; while upon the highway;
- e. Failing to make timely use of the braking system with which said vehicle was equipped;
- f. Failing to properly maintain the 2017 Kenworth Glide; and
- g. Other violations and unreasonable acts and/or omissions.

34. As a direct and proximate result of Defendant Ursey's acts and/or omissions, Plaintiffs sustained damages in the amount exceeding \$75,000.00.

35. To the extent that Plaintiffs' damages are not covered by insurance, Defendants Ursey is personally liable for Plaintiffs' damages.

**COUNT III—VICARIOUS LIABILITY**  
**AGAINST PRECISION FORESTRY INC.**

36. Plaintiffs incorporate all of the allegations contained in the preceding paragraphs of this Complaint as if fully rewritten herein.

37. At all relevant times, Defendant Ursey was the employee, agent, servant, or independent contractor of Defendant Precision Forestry Inc. Accordingly, Defendant Precision Forestry Inc. is vicariously liable for the acts of Defendant Ursey described herein.

38. Regardless of the employment or agency relationship, Defendant Precision Forestry Inc. is an interstate motor carrier and the registered owner or operator of the commercial motor

vehicle driven by Defendant Ursey, and is therefore responsible for the acts of the Defendant-driver.

39. To the extent that Plaintiffs' damages are not covered by insurance, Defendants Precision Forestry is liable for Plaintiffs' damages.

**COUNT IV—NEGLIGENCE**  
**AGAINST PRECISION FORESTRY INC.**

40. Plaintiffs incorporate all of the allegations contained in the preceding paragraphs of this Complaint as if fully rewritten herein.

41. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.

42. Defendant Precision Forestry Inc. had a duty to act reasonably in hiring, instructing, training, supervising, and retaining all drivers operating under its federal motor carrier operating authority and other employees and agents, including Defendant Steven Owen Ursey, and to promulgate and enforce policies, procedures, and rules to ensure that its drivers and vehicles were reasonably safe.

43. Defendant Precision Forestry Inc. had a duty to exercise reasonable care in all its actions and omissions.

44. Defendant Precision Forestry Inc. had a duty to exercise reasonable care in entrusting its vehicles and equipment to responsible, competent, and qualified drivers.

45. Defendant Precision Forestry Inc. had a duty to exercise reasonable care in maintaining its vehicles.

46. Defendant Precision Forestry Inc. failed in the above-mentioned duties and was therefore negligent.

47. Defendant Precision Forestry Inc.'s negligence was the direct and proximate cause of the injuries and damages described in this Complaint.

48. To the extent that Plaintiffs' damages are not covered by insurance, Defendants Precision Forestry is liable for Plaintiffs' damages.

WHEREFORE, for the forgoing reasons, Plaintiff demands entry of a judgment in their favor and against Defendant Secura for in the sum exceeding \$75,000.00, plus interest per the prejudgment interest statute, MCL 600.6013, and costs and no-fault attorney's fees, if awarded by this Court.

Respectfully submitted,

Dated: August 3, 2022

/s/ Philip S. Heebsh

Philip S. Heebsh (P66258)

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